

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Charleston Transportation Leasing, LLC
dba Summer Creek Cab

Debtor

CHAPTER 11
(Small Business)
CASE NO: 14-03859 dd**ORDER CONDITIONALLY APPROVING DISCLOSURE STATEMENT, FIXING TIME FOR FILING ACCEPTANCES OR REJECTIONS OF PLAN, AND FIXING THE TIME FOR FILING OBJECTIONS TO THE DISCLOSURE STATEMENT AND TO THE CONFIRMATION OF THE PLAN, COMBINED WITH NOTICE THEREOF, AND OF THE HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND THE HEARING ON CONFIRMATION OF THE PLAN**

A disclosure statement under chapter 11 of the Bankruptcy Code having been filed by Charleston Transportation Leasing, LLC dba Summer Creek Cab, on May 4, 2015 with respect to a plan under chapter 11 of the Code filed by Charleston Transportation Leasing, LLC dba Summer Creek Cab, on May 4, 2015; and the debtor being a small business debtor;

IT IS ORDERED, and notice is hereby given, that:

A. The disclosure statement filed by Charleston Transportation Leasing, LLC dba Summer Creek Cab is conditionally approved.

B. June 11, 2015 is fixed as the last day for filing written acceptances or rejections of the plan referred to above.

C. On or before May 14, 2015, the plan, the disclosure statement and a ballot conforming to Official Form 14 shall be mailed by the proponent of the plan, D Nathan Davis, Davis Law Firm, 12-A Carriage Lane, Charleston, SC 29407, to creditors, equity security holders, and other parties in interest, and shall be transmitted to the United States Trustee.

D. June 16, 2015, 10:30 a.m. is fixed for the hearing on final approval of the disclosure statement (if a written objection has been timely filed) and for the hearing on confirmation of the plan, which will be held at King & Queen Building, 145 King Street, Room 225, Charleston, South Carolina.

E. June 11, 2015 is fixed as the last day for filing and serving written objections to the disclosure statement and confirmation of the plan.

FILED BY THE COURT
05/11/2015

Entered: 05/11/2015

David R. Duncan
Chief US Bankruptcy Judge
District of South Carolina

RECEIVED

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MAIL / SMSUNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN THE MATTER OF:

Charleston Transportation
Leasing, LLC

Debtor

Case Number: 14-03859-dd
Chapter 11 Proceeding
DISCLOSURE STATEMENT

Pursuant to the terms of the Bankruptcy Code, this disclosure statement has been presented to and approved by the Court. Such approval is required by statute and does not constitute a judgement by the Court as to the desirability of the Plan or as to the value or suitability of any consideration offered thereby. The Plan represents a legally binding arrangement and should be read in its entirety, as opposed to relying on the summary in the Disclosure Statement. The information contained herein has not been the subject of a certified audit. This disclosure statement has been prepared by use of information provided by the debtor and has been prepared based upon information available to the debtor.

I-A. HISTORY AND DESCRIPTION OF DEBTOR

The debtor came into existence on January 24, 2005 having been formed under the laws of the State of Nevada. The debtor has operated since 2006 and has had good success in the operation of a taxi business. The debtor has recently been experiencing some financial issues for several years and it was determined that the debtor was not being properly represented at a point in time. The type of business the debtor is in will always have a certain amount of small accidents with personal injuries and/or property damage. Debtor had retained counsel to represent it in these matters and believed that it was paying and holding back sufficient funds to both operate the business and pay claims.

The debtor is and has been a self-insured taxi company and has maintained sufficient funds on hand to remain in compliance with the rules and regulations of the entities of the State of South Carolina. Debtor determined that counsel had not, in fact, been resolving and settling matters and suddenly faced a crush of law suits either ready for trial or settlement.

Debtor's management determined that it could not possibly pay for the defense of all of the suddenly pending lawsuits and/or pay for the settlements in a timely manner. The failure to pay the claims would have caused the debtor to be no longer self-insured. Debtor believes that the cost of ordinary insurance is cost prohibitive without such large deductible as to make such insurance worthless to the debtor.

Debtor leases cabs owned by it to drivers who pay a set amount to drive the cab on a daily or

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Charleston Transportation Leasing, LLC
dba Summer Creek Cab

Debtor(s).

CHAPTER 11

CASE NO: 14-03859 dd

BALLOT FOR ACCEPTING OR
REJECTING PLAN

The Debtors filed a plan of reorganization dated May 4, 2015 in this case. The court has approved a disclosure statement (either conditionally or after notice and upon hearing) with respect to the plan. The disclosure statement provides information to assist you in deciding how to vote your ballot. If you do not have a disclosure statement, you may obtain a copy from the proponent of the plan whose name and address is shown on the order setting confirmation hearing. Court approval of the disclosure statement does not indicate approval of the plan by the court. The plan referred to in this ballot can be confirmed by the court only if two-thirds in amount and more than one-half in number of creditors in each class and at least two-thirds in amount of each class of interests voting on the plan, accept the plan.

You should review the disclosure statement and plan before you vote. You may wish to seek legal advice concerning the plan and your classification and treatment under the plan. Your claim or equity interest has been placed in a specific class under the plan. If you hold claims or equity interests in more than one class, the proponent should provide you with a ballot for each class in which you are entitled to vote.

Return this ballot on or before June 11, 2015 to the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201-2423 and serve a copy on the proponent of the plan shown on the order setting confirmation hearing. Ballots accepting or rejecting the plan shall be counted only if received by the United States Bankruptcy Court on or before June 11, 2015. If your ballot is not received by the United States Bankruptcy Court by the deadline, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the plan. If the plan is confirmed by the court it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN¹

(Fill in A, B, or C; if creditor has a claim in more than 1 area file a separate ballot for each claim)

A. The undersigned voter is the holder of a **SECURED, PRIORITY, OR UNSECURED NONPRIORITY CLAIM**, and has a claim against the debtor in the unpaid amount of \$ _____.
THE VOTER IS A _____ CLASS OF CREDITOR AND () ACCEPTS THE PLAN OR () REJECTS THE PLAN

OR

B. The undersigned voter is the holder of a **BOND, DEBENTURE, OR OTHER DEBT SECURITY**, and has a claim against the debtor in the amount of \$ _____.
THE VOTER IS A _____ CLASS OF CREDITOR AND () ACCEPTS THE PLAN OR () REJECTS THE PLAN

OR

C. The undersigned voter is the holder of an **EQUITY INTEREST**, and has _____ shares or other interests of (describe equity interest) _____ in the debtor.
THE VOTER IS A _____ CLASS OF CREDITOR AND () ACCEPTS THE PLAN OR () REJECTS THE PLAN

Dated: _____

Print or type name of creditor

Signature

Title (if corporation or partnership)

Address

¹ Failure to provide complete information in the applicable section may result in the court being unable to classify and count this ballot.

weekly basis. As part of that agreement, the debtor also insures, to the extent of its self-insurance coverage, the driver from loss or damage.

At the time of filing, debtor had not filed all of its required tax returns and the books and records of this debtor were such that it was not possible to make a determination of whether the business can be expected to grow and thrive in the future.

I-B. FINANCIAL INFORMATION OF THE BUSINESS

Thomas D. Lee is the sole stockholder of the corporation. Mr. Lee has not taken a salary from the business in several years. Additionally, the debtor has not paid rent on a location from which it operates its business.

The accounting method used to produce the financial information is a cash basis reporting of actual income and receipts as incurred or expended. The accountant used in compiling this information was Philip Fleishman.

I-C. ASSETS AND LIABILITIES AS OF JANUARY 31, 2015**Assets of Debtor:**

Vehicles	\$10,000.00
Cash on hand	Operating Account \$19,405.64
	Insurance Account \$78,000.00

LIABILITIES OF Debtor

Personal Injury claims remaining at this time as scheduled are shown in the Plan.

A claim was settled prior to the filing of the Chapter 11 case and the amount of \$15,000.00 which has not been paid as part is included in the \$33,300.00. A proof of claim for \$28,000.00 was filed for a creditor.

Tax Claims: The debtor is informed and believes that no amount is now owed to the Charleston County Treasurer. Debtor researched this issue and resolved with the Charleston County Treasurer that it no longer owed any funds to it. The claim was for a vehicle that had been totaled and scrapped years earlier.

The values used in the Disclosure Statement are taken from information given by Thomas D. Lee and are believed to represent the net amount to be received if these assets were liquidated.

1-1. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

At the time of the filing of this case, debtor had terminal leases covering six vehicles. The Terminal Leases have ended and the vehicles returned to the owner or purchased by the debtor. A review of the cost-benefit versus liability to debtor determined that continuing these leases in the best interest of

the debtor.

1.2 SELF INSURANCE STATUS OF DEBTOR

Debtor maintains its own insurance and is strictly regulated by as a self insured taxi company. The cost of insurance through a third party carrier or insurance company is, based on past attempts to find insurance, prohibitive. Therefore maintenance of the self-insured status is critical for the debtor to remain in business. The debtor regularly settles cases for less than the initial or claimed amount by a creditor involved in a personal injury or property damage case. The situation is similar to what would happen if debtor had an insurance company handling claims. The taxis operate in and around metropolitan areas where speeds are low and impacts are therefore low. Sometimes a claimant suffers serious injury, but, most of the injuries result in low settlement amounts.

The coverage limit based on the requirement that debtor operates under is \$25,000.00 per accident. Serious cases will rapidly exceed limits of coverage. Failure to pay claims in the full amount claimed would not cause the debtor to lose its right to maintain self-insurance status unless the debtor is unable to pay the full \$25,000.00 maximum amount. The debtor has few assets other than its vehicles which are all very high mileage vehicles worth little in a re-sale market.

I-D. PRESENT AND PROJECTED EARNINGS

Month/year	Income	Expenses	Net Income
March, 2015	7,575.42	7,575.42	5,937.58
February, 2015	11,084.70	23,419.65	-12,334.95
January, 2015	9,901.50	5,623.14	4,279.36
December, 2014	9,933.00	5,959.70	3,973.30
November, 2014	11,297.00	6,704.62	4,592.38
October, 2014	13,385.00	7,505.11	5,879.89
September, 2014	15,247.00	8,265.45	6,981.55
August, 2014	11,933.00	6,669.68	5,163.32

The debtor has been operating on a false profit basis during this Chapter 11 case as it has not been paying for the replacement of vehicles on an ongoing basis. The debtor will have to replace vehicles or it will not be able to compete with the other taxi companies in the area. Additionally, the debtor must put aside funds to maintain its self-insured status and to pay for expected annual personal injury and property claims.

A reasonable monthly set aside for vehicle replacement would be \$2,500.00 per month and a reasonable

set aside for maintenance of the insurance reserve would be \$1,500.00. This would cause the debtor to expend an additional \$4,000.00 per month in addition to average expenses.

The debtor relies on a management company known as East Coast Management, LLC. This company has the same ownership as the debtor. East Coast Management, LLC oversees the accounting issues, has entered into an agreement to use another company that takes all calls to the debtor for services and contracts with another company to maintain the taxis in proper condition. Common expenses are divided among North Area Taxi, Inc and Ace Transportation Leasing. Expenses such as parts replacement are charged to the entity using the part whenever possible. East Coast Management, LLC deducts for its expenses of management 54.21% of monies received with the remainder paid over to the debtor when East Coast Management LLC receives payment.

When the debtor receives direct payment which is more common, then the debtor pays 54.21% of monies received to East Coast Management, LLC. This arrangement is expected to continue post-petition as this allows debtor to more easily determine the value of or if the debtor should continue its operations.

Ms. Wilma Lee, the other possible equity holder in this debtor, has advised Mr. Thomas Lee that she is giving to him any interest in the business that she possesses. Due to her age, health and desire to retire, she no longer wants any part of the business. For that reason, Mr. Thomas Lee is being treated as the sole owner of any stocks or interest in this debtor

I-E. SOURCE OF INFORMATION

Thomas D. Lee provided the information used in the compilation of this information. These records have not been audited and although believed to be accurate the debtor will not guarantee the absolute accuracy of these numbers.

I-F. ADMINISTRATION EXPENSES

There are limited administration expenses in this matter as the debtor pays a fee to a management company already to manage most of the expenses of the business. The only administration expense expected will be amounts due to the US Trustee and to the debtor's attorneys and accountant. It is not expected that these amounts will be such as to impair the future of the debtor or its ability to continue in business and pay the plan payment and operating expenses.

Fees to Bennett Crites are estimated to be in the range of \$10,000.00 for the work done in this case

Fees to D. Nathan Davis are estimated in the amount of \$15,000.00 through confirmation

Fees to Mr. Fleischman have been paid as incurred and debtor will be able to pay these fees until

such time as debtor is able to take over day to day accounting needs. All of the professionals are agreeable to be paid over time, if necessary, so that the debtor can complete perform under the plan of reorganization.

I-G. LIQUIDATION ANALYSIS

The debtor's only assets other than cash are vehicles which are valued at \$10,000.00. These vehicles have many miles and are not in a condition that individuals or even another cab company would pay anything for the vehicles. If this plan is not approved, it is believed that after litigation expenses to determine values of claims, little or no funds would remain from the cash on hand, both in the operating account and in the insurance fund account.

I-H. ANTICIPATED LITIGATION

No preferential transfers have been identified and debtor does not anticipate discovering such in the future. The value of the actual or anticipated recovery from preferential or voidable transfers is \$0.00

Debtor expects to file no objections to the proofs of claims as filed. Debtor is offering to pay creditors for claims that are listed as contingent or disputed as it has a duty to also protect and indemnify the drivers of the vehicles involved in an accident. Paying this amount to creditors listed as disputed or contingent causes the creditor to be bound to not litigate against the driver of the vehicle as well as the debtor allowing debtor to obtain closure for those claims.

I-I PLAN FORMULATION AND FUTURE MANAGEMENT

The plan was formulated without input from the creditors' committee. No such committee was formed as there was insufficient interest on the part of the creditors to form such a committee. The future management of the debtor will be Thomas D. Lee the compensation will be initially be \$0.00 until the debtor is able to reconstruct itself so that the debtor can pay rent and a salary to Mr. Lee.

The debtors recommend that you vote to approve the Plan.

II-A. SUMMARY OF PLAN OF REORGANIZATION

Reference made to the Plan which is attached hereto as Exhibit "A" for details concerning the classification and treatment of holders of claims of interest against or in the Debtor(s). All terms defined in the Plan have the same meanings herein unless otherwise noted.

The Plan is based on the assumption that the Debtor(s) will continue to operate its taxi services. The completion of the Plan is subject to numerous conditions, including:

a. The ability of the Debtor to continue to maintain its self-insurance status, obtain drivers who do not cause an unreasonable amount of damage to third parties.

b. The absence of legal actions and threats of legal actions to restrain the Plan.

The plan is expected to last for a period of Five (5) years or less and payments will commence 30 days from the date of the entry of an Order confirming the plan.

1. Class one creditors are creditors holding administrative claims. They will be paid at the effective date of the plan unless the amount is unknown or must be approved by the Court. In that event, the indebtedness will be paid upon approval by the Court. This class is unimpaired.

2. Class two creditors are those entitled to priority status. There are no known priority creditors at this.

3. Class III is the only creditor with whom a settlement was reached prior to the filing of this case who has not been paid at this time. This class will be paid in full at the rate of at least \$750.00 per month until it is paid the remaining \$15,000.00 due to it. This class is impaired.

4. Class IV creditors consist of unsecured creditors whose claims were not settled prior to the filing of this case. This class will be paid at the rate of \$250.00 per month on a pro-rata basis until the Class III creditor is paid at which time the monthly payment to this class shall increase to \$1,000.00 per month. This class will be paid 50 per cent of their claims as scheduled and/or pursuant to the POC filed by creditor.

THE PLAN, IF CONFIRMED, CONTAINS A PROVISION THAT WILL RELEASE THE CLAIMS AGAINST ANY DRIVER UPON PAYMENT OF THE AMOUNT APPROVED.

Due to the likelihood of new claims arising which will have to be paid by the debtor on an ongoing basis, debtor believes that paying the claims as set forth in the plan are all that it can safely commit to pay to creditors. Debtor needs to be able to increase the amount it is paying into a reserve. Debtor is not paying any sums which would be attributable to rent for its business operation. East Coast Management pays no rent for the use of the property out of which the debtor and the other entities operate. The property is owned by Thomas Lee the sole owner of this debtor. Free rent cannot be expected to last forever, but, Mr. Lee is willing to allow this situation to continue at this time. Additionally, Mr. Lee has not taken any salary from the business in many years. Whether he continues to operate the business on a day to day basis or hires a manager to do this, a salary for this will be required.

II-B. ALTERNATES TO PROPOSED PLAN OF REORGANIZATION

1. Chapter 7 proceedings would provide little or no monies to any unsecured creditors. The sellable assets of the Debtors are worthless except to an operating taxi company. These vehicles would have to be repainted and otherwise repaired making it unlikely that any taxi company would

purchase these cabs. Taxi licenses are not limited in South Carolina so the operating certificate of the company and individual cabs have no known value to any third party or competitor. 2. Another plan of reorganization is not considered viable as no other source of funds would be available.

III. DESCRIPTION OF POSSIBLE SUITS

No lawsuits are expected to be brought by the debtor against any parties.

IV. APPROVAL OF PLAN

1. In order to obtain confirmation of the Plan by the Bankruptcy Court, The Plan must be found by the Bankruptcy Court to meet the requirements of 11 U.S.C. Section 1123.

A ballot is provided to each creditor who will be asked to vote for acceptance of this plan. An acceptance of rejection of a plan may not be solicited after the commencement of the case under this title from a holder of a claim or interest with respect to such claim or interest, unless at the time of or before such solicitation, there is transmitted to such holder, the plan or summary of the plan, and a written disclosure statement, approved after notice and a hearing, by the Court containing adequate information. The Court may approve a disclosure statement without a valuation of the debtor or an appraisal of the debtor's assets.

A Creditor or Interest holder may vote to accept or reject the Plan by filling out and mailing the ballot which has been provided to him. Only the votes of classes of creditors and Interests whose claims or Interests are impaired by the Plan will be counted in connection with confirmation of the Plan. Generally, and subject to the specific provisions of Section 1124 of the Code, this includes any Creditors who, under the plan, will receive less than payment in full in cash of the allowed amount of their respective Claims on the "Effective Date: as defined in the Plan.

Section 1126 of the Bankruptcy Code states that an impaired class is deemed to have accepted the Plan if (i) at least two-thirds in amount and (ii) more than one-half in number of the Allowed Claims or Interests of voting class members have voted for adoption of the Plan. Further, if an impaired class does not vote to accept the plan, the Bankruptcy Court may still confirm the Plan if it determines that the Plan does not discriminate unfairly and is fair and equitable to such class.

The Debtor and others may solicit your vote. The cost of any solicitation by the Debtor will be borne by the Debtor. The ballot has been enclosed and it is asked that you vote in favor of the plan of the debtor. The ballot should be returned to as soon as possible.

2. All classes of creditors who are impaired must vote for, or be deemed to have voted for, the Plan. Under the Bankruptcy Code, so long as the Plan is accepted by the holders of claims or interest in

at least one class, the Plan may be confirmed by the Bankruptcy Court by "cramming down" the various classes. The provisions for effecting a cram-down are very detailed and complex, but essentially if the cram-down provisions were utilized, holders of claims and interest in certain classes might be compelled to realize what is proposed in the Plan.

The Debtor(s) have not decided whether the cram-down provision of the Bankruptcy Court will be utilized to obtain confirmation of the Amended Plan if the holders of claims or interest do not accept the Amended Plan.

V - MISCELLANEOUS PROVISIONS

1. The debtor has the following affiliate relationships: NONE

2. The debtor does not intend to issue any securities pursuant to the plan of reorganization. There is therefore no issue of whether the issuance of securities in question would be exempt from the requirements of federal and state securities law.

3. All tax returns which are due without extension as of the date of this disclosure statement are filed.

/s/ D. Nathan Davis
D. Nathan Davis
Attorney for the Debtor
12 Carriage Lane, Ste A.
Charleston, SC 29407
(843) 571-4042
District Court ID #438
nathan@davislawsc.com

Charleston, South Carolina

May 4, 2015

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

IN RE:)
) CASE NO. 14-03859-dd
)
Charleston Transportation Leasing, LLC)
) **PLAN OF REORGANIZATION**
)
)
Debtor)

I. DEFINITIONS:

- A. The Code is 11 U.S.C. Section 101, et seq.
B. The Court shall mean the United States Bankruptcy Court for the District of South Carolina.
C. The Debtor shall mean Charleston Transportation Leasing, LLC
D. Chapter 11 shall mean a case being administered under 11 U.S.C. Section 1101, et seq., for the reorganization of the indebtedness of the Debtor.
E. The Case shall mean these proceeding under Chapter 11, which commenced July 7, 2014.
F. The Plan shall mean this Plan of Reorganization of the Debtor under Chapter 11.
G. Claims shall mean any right to payment from the Debtor held by any party.
H. Adjusted Claim all claims or interest proven and allowed by the Court, pursuant to the Code, excluding interest, carrying charges, late charges and other such add-on costs; and excluding attorney's fees and other charges for collection of claims.
I. Priority Claims shall mean all claims entitled to priority status under Section 507 of the Code. This includes, generally, all wages as allowed priority which were owing by the Debtor; all taxes owing to the United States, any State or local taxing authorities; all debts incurred and unpaid since the filing of this Case; and all statutory costs assessed by the Court.
J. Secured Claims are all claims fully or partially secured by real estate mortgages, security agreements, chattel mortgages, lease-purchase agreements, liens or other indentures entitled to secured status under the Code.
K. Unsecured Claims are all claims, provable and allowable, of the Debtor, other than Secured Claims, Priority Claims, or Interests.
L. An Interest is, for purposes of the Plan, any claim against the Debtor for equity ownership, whether actual, contingent, or equitable.
M. Class of Claims shall mean all types of claims or interests (i.e., secured, unsecured of less than One Thousand Dollars (\$1,000.00) and General Unsecured Claims) which are substantially identical in kind or nature.
N. Impaired Class shall mean any class of claims in which all claims are given, under this plan, less than the equivalent value of their individual claims, but more than

that class would reasonably expect to receive if this were a case under Chapter 7 of the Code.

O. Unimpaired Class shall mean any class of claims which is not affected by this Plan of Reorganization and which is entitled to, and shall receive under this Plan, full payment.

P. Executory Contracts are contracts or agreements to be performed by the Debtor in the future, unsecured by notes or mortgages.

Q. Acceptances of this Plan is based upon 51% affirmative vote, in numbers, and 67% affirmative votes, in Dollars, of each Class of Creditors whose indebtedness is impaired by this Plan, if a Class of Creditors which is subordinate to such impaired class receives more than that subordinated class would in a Chapter 7 proceeding.

R. Confirmation of this Plan means the Order issued by the Court implementing the Plan after it finds that the Plan: (1) has been accepted by the requisite number of creditors eligible to vote, therefore, (2) is feasible, (3) is fair and equitable, and (4) meets all of the requirements of 11 U.S.C. Section 1123.

S. Deposit shall refer to any deposit, as is required to effect the Plan. The deposits shall be made as funds become available into the hands of the disbursing agent, and/or a depository approved by the Court.

T. Disbursing Agent shall be the debtor, Charleston Transportation Leasing, LLC.

U. Consummation of the Plan is final when the debtor has substantially complied with the requirements of this plan.

V. Net Sales are defined as the gross sales price of any piece of the Real Estate of the Debtor which is sold, less the cost of such sale, including documentary stamps, taxes, commissions, deed preparation, etc.

FINANCIAL CONDITION OF THE BUSINESS

The debtors have incurred no additional expenses since the filing of this case and continue to operate and provide a positive cash flow. This positive cash flow is achieved, however, by the decision of the President of the Company, Thomas D. Lee to not take a salary from the business nor to charge the business any rent for the use of the building owned by Mr. Lee. Mr. Lee is willing to continue this situation provided that the debtor is allowed to restructure and continue to improve its balance sheet.

DEBT STRUCTURE

B. Chapter 7:

1. If the Debtor was liquidated under Chapter 7, the Creditors would, in all likelihood, receive less than proposed under the Plan. Only the continued operation of the business would make it likely that the Creditors would realize the amount proposed under the plan.

III

PLAN OF REORGANIZATION

The Plan is based upon the assumption that the Debtor will continue to operate the business and continue to improve both its market position and its net cash profitability.

A. This Plan is based upon the assumption that the Debtor will be able to continue attract customers. The debtor will be paying \$1,000.00 per month for approximately 61 months.

B. CLASSES OF CLAIMS

1. Class I: Administrative claims will be paid upon the effective date of the plan. They are monies owed to the Office of the U.S. Trustee, D. Nathan Davis and Bennett Crites.

1. CLASS II: The Debtor has no priority debts for taxes to governmental authorities.

2. CLASS III: Class III Creditor unsecured is the only creditor remaining with whom a settlement was reached prior to the filing of this case. This creditor is David Johnson, Attorney for Rolynda Livery and William Kelly. The amount remaining to be paid is \$15,000.00. This creditor will be paid at the rate of \$750.00 until the balance owed under the settlement is paid. This class is impaired.

3. Class IV: are the remaining unsecured creditors. This class will be paid at the rate of \$250.00 per month with the money distributed on a pro-rata basis until the Class II creditor has been paid in full. The payment to this class will be increased to \$1,000.00 per month. These creditors shall be paid 50% of the amount shown in the scheduled and/or POC filed category, whichever is higher. This class is impaired.

Unsecured Creditors	Disputed	Contingent	Unliquidated	POC	Scheduled Amount	Comments Box
Eugene Mitchell Eric Fouts		x			3,000.00	
Damon Howard Jason Stevens		x			2500.00	
Geico sub Rolynda Livery David Maybank		x			1,000.00	
Jessie Grebenc John Bowler		x		28000.00	2000.00	
Gunn, Dennis, GAL Alan Tanenbaum		x			2000.00	
Paul McCaskill Bobby Phipps		x			500.00	
United Services Automobile		x			1500.00	

Lively & Kelly David Johnson Class III claim				15000.00 treat as if filed since listed in schedules		settled for 25000.00 10000.00 paid prior to filing
Richard-Gillard Richardson & Brunson Greg Keith		x			4800.00	
Nationwide David Maybank					1000.00	
Juan Zandante Gibson Law					2,100.00	

Total of Class IV claims is 48,400.00

**IV
FUNDING OF THE PLAN**

The Plan shall be funded by the general operation of the business. The debtor will be paying to the creditors the sum of \$1,000.00 per month. Each class shall be paid in full before the next class shall receive anything.

**V
MISCELLANEOUS**

A. The Debtors exempt property and all other property shall be retained by the Debtor.

B. Confirmation of this Plan shall constitute a settlement and release of all scheduled claims against the Debtor and the driver of the vehicle held by the Creditors.

C. The effective date of the plan will be the same date as the order of this Court approving the plan of reorganization in this matter. All administrative claims that are outstanding on that date will be paid in full. Any administrative claims that are incurred after the effective date of the plan shall be paid when incurred unless Court approval is needed prior to payment of the same. In that event, they shall be paid promptly after approval by the Court.

May 4, 2015

/s/D. Nathan Davis
D. Nathan Davis I.D. # 438
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